

MASTER CONTRACT

BETWEEN

THE HARMONY EDUCATION ASSOCIATION

AND

THE HARMONY BOARD OF DIRECTORS

HARMONY COMMUNITY SCHOOL DISTRICT

School Year: 2006-2007



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ARTICLE ONE

PARTIES OF AGREEMENT, RECOGNITION, AND DEFINITIONS

The parties have reached certain understandings which they desire to confirm in this agreement, it is agreed as follows:

The Board hereby recognizes the Harmony Education Association, an affiliate of the Iowa State Education Association and the National Education Association as the certified bargaining representative for all personnel as set forth in the PERB certification.

Definitions

- 1) The term Board as used in this Agreement, shall mean the Board of Directors of the Harmony Community School District or its duly authorized representatives.
- 2) The term Employee as used in this Agreement, shall mean all certified teachers represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board (PERB).
- 3) The term Association as used in this Agreement, shall mean the Harmony Education Association or its duly authorized representatives or agents.

ARTICLE TWO

IMPASSE PROCEDURES

Impasse procedures shall be set out in Section 20.19 of the current Code of Iowa and relating sections in regard to impasse.

ARTICLE THREE

GRIEVANCE PROCEDURE

- Section 1. A grievance shall mean only that there has been an alleged violation, misinterpretation or misapplication of any of the specific provisions of this Agreement.
- Section 2.
- a) Every teacher covered by this Agreement shall have the right to present grievances in accordance with these procedures.
 - b) The failure of a teacher (or, in the event of an appeal to arbitration, the Association) to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
 - c) It is agreed that any investigation or other handling or processing of any grievance by the grieving teacher shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving teacher or of the teaching staff.
- Section 3.
- a) First Step. An attempt shall be made to resolve any grievance in informal, verbal discussion between grievant and his or her Principal. If at the first step it was decided by the Principal that the grievance does not involve the building Principal or a building level matter than the grievant shall commit the grievance to writing and have the building Principal initial it, within two (2) school days and proceed immediately to the Step Three.
 - b) Second Step. If the grievance cannot be resolved informally, the aggrieved teacher shall file the grievance in writing, and, at a mutually agreeable time, discuss the matter with the Principal. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the MASTER CONTRACT, and shall state the remedy requested.

Article Three (Grievance Procedure) continued...

The filing of the formal, written grievance at the second step must be within 11 school days from the date of occurrence of the event giving rise to the grievance. The Principal shall make a decision of the grievance and communicate it in writing to the teacher, association, and the Superintendent within ten (10) school days after receipt of the grievance.

c) Third Step. In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved teacher shall file, within ten (10) school days of the Principal's written decision at the second step, a copy of the grievance with the Superintendent. Within ten (10) school days after such written grievance is filed, the aggrieved and the Superintendent or his/her designee shall meet to resolve the grievance. The Superintendent or his/her designee shall file an answer within ten (10) school days of the third step grievance meeting and communicate it in writing to the teacher and the Principal.

d) Fourth Step. If the grievance is not resolved satisfactorily at the third step, there shall be available a fourth step of impartial arbitration. The Association may submit, in writing, request on behalf of the Association and the grieving teacher to the Superintendent within ten (10) days from receipt of the Step 3 answer to enter into such arbitration. The arbitration proceeding shall be conducted by an Arbitrator to be selected by the two parties within seven (7) days after said notice is given. If the two parties fail to reach agreement on an Arbitrator within seven (7) days, the Public Employment Relations Board will be requested to provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. the remaining name shall be the Arbitrator. The decision of the Arbitrator will be binding on both parties.

Expenses for the Arbitrator's services shall be borne equally by the School District and the Association.

Article Three (Grievance Procedure) continued....

The Arbitrator, in his or her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His or Her authority shall be strictly limited to deciding only the issue or issues presented to the arbitrator in writing by the School District and the Association and his/her decision will be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

- Section 4. If the Association or any employee files any grievance in any forum other than under the grievance procedure of this Agreement, then the School District shall not be required to process the same claim or set the facts through the grievance procedure.
- Section 5. A grievance involving two or more teachers may be initially filed by the Association.

ARTICLE FOUR

ASSOCIATION RIGHTS

The Association shall have the right to post notice of activities and matters of Association concern on employee bulletin board, at least one of which shall be provided in each school building in areas designated for employee use, such as teacher lounges and workrooms, but not in areas open to the public or students. The Association may use employee mailboxes for communication to employees.

ARTICLE FIVE

PAYROLL DEDUCTIONS

Upon appropriate written authorization from the employees, the Board may deduct from the salary of any employee and make appropriate remittance from annuities, credit union(s), savings bonds, charitable donations, insurance, dues, or any other plans or program jointly approved by the Association and the Board.

ARTICLE SIX

WAGES AND BENEFITS

- 1) The salary of each employee covered by the regular salary schedule is set forth in Schedule A, which is attached hereto and made a part thereof.
- 2) Adjustment of Salary Schedule. Each employee may be placed on their proper step of the salary schedule as of the effective date of this agreement and in accordance with paragraph 3 below. Any employee hired prior to the end of the first academic semester of any school year may be given full credit for one (1) year of service toward the next increment step of the following year.
- 3) Returning to the District. Any employee with previous teaching experience in the Harmony Community School District shall upon returning to said system, receive full credit on the salary schedule for all outside teaching experience or military experience. Such employees who have not been engaged in other teaching or other activities indicated above shall, upon returning to the system, be restored to the next position on the salary schedule above that at which they left.
- 4) Advancement on Salary Schedule.
 - a) Increments. Employees on the regular salary schedule shall be granted one increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached. A year of service consists of employment in the Harmony Community School District for one hundred (100) consecutive teaching days or more in one school year.
 - b) Educational Lanes. Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding eligible step on the higher lane. For an employee to advance from one educational lane to another, they shall file suitable evidence of additional educational credit on the District form provided by the District that is in present use, with the Superintendent prior to September 20th of the academic year. After

Article Six (Wages & Benefits) continued....

July 1, 1982 hours shall be graduate hours in the employee's teaching field or as a part of an educational plan approved by the Superintendent. Notice of the intention for additional schooling shall be given to the Superintendent by May 15th of the academic school year and confirmation of such additional schooling shall be confirmed by July 4th of the contract year.

5) Methods of payment:

a) Pay Periods. Each employee shall be paid in 12 equal installments on the 25th day of each month. Employees shall receive their checks at their regular building and on regular school days unless otherwise designated by the teacher.

b) Exceptions:

- 1) When a pay date falls on or during a school holiday, vacation, or weekend, employees shall receive their pay checks on the last previous working day.
- 2) Employees who are new in the teaching profession may, at their option, elect to receive up to 50% of the first salary installment after the completion of the first ten (10) work days of employment.

ARTICLE SEVEN

SUPPLEMENTAL PAY

1) EXTRA-CURRICULAR ACTIVITIES

- a) Approved Activities. The Board and the Association agree that extra-curricular activities listed in Schedule B are official school-sponsored activities covered by school insurance. For the purpose of this article, Schedule B shall be divided as Section I - Activities; Section II - Other Activities; and Section III - Activity Assignments.
- b) Rate of Pay. Employee participation in extra-curricular activities which extend beyond the regularly scheduled in-school day shall be assigned. Prior to such activities being assigned, the Administration will, post a request for qualified volunteers for Sections I and II of Schedule B and in the event qualified volunteers are obtained shall make the assignment accordingly; and in the event qualified volunteers are not obtained, shall make the assignments no later than 90 days before the start of the activity. In the event qualified volunteers are not forthcoming, the District reserves its inherent right to make such assignments so that such activities may be sponsored. Such assignments will not be on the individual contract and will be subject to annual review.
- c) Sections III of Schedule B. The Administration will seek volunteers by submitting a list of dates and activities for which the certified staff may volunteer. In the event there are not sufficient volunteers to staff the activities, these duties also will be assigned. The employees assigned to such duties may obtain a replacement for Schedule B Section III activities. The Principal shall be notified of such changes by noon on the day of the activity.

2) EXPENSES OF TRAVELING EMPLOYEES

- a) Employees shall receive \$.30 per mile for inter-school travel for the regular school day. Mileage shall not be paid from residence to first assignment, nor from last assignment to the residence of the employee.

Article Seven (Supplemental Pay) continued....

- b) The same allowance shall be given for the use of personal cars for field trips or other business of the District with prior approval of the Administration.

ARTICLE EIGHT

INSURANCE

HEALTH AND MAJOR MEDICAL INSURANCE. The Board agrees to pay \$552 per month for the 2006-2007 school year towards health and major medical insurance (provided by the school) for each full-time and proportionally for part-time of at least ½ time. If an employee is not taking the insurance provided by the school district, the employee must show yearly they are a member of a bonafide insurance group plan as determined by the current insurance carrier with their spouse. Any new employee starting in the 2005-2006 school year will be required to take at least a single policy (exception will be made if dual spouse employment is in effect by the district). After payment of the single employee insurance rate, the employee may elect to use the difference between the \$552 the single rate for 2006-2007 school year for dependent coverage on an annuity by the employee. Starting in 2005-2006 school year, there will be a \$512 cap on unspent money that goes to annuities.

The Board shall provide the Association with a description of the insurance coverage which shall include a description of conditions and limits of coverage as provided therein. The Board and the Association will be jointly responsible for providing insurance information to the employees. In the event the carrier imposes limits of coverage which is less than the coverage provided for the 1989-90 school year, the Board shall promptly notify the Harmony Education Association. Thereafter, and at the request of the Harmony Education Association, joint meetings shall then be held to determine the status of the carrier and types of coverage desired.

In case of early retirement, an employee may remain in the Harmony health and major medical insurance group until age 65. The employee, however, shall pay the entire premium for said benefits if permitted by the carrier. Payments to be quarterly. In the event the retired employee over 65 has family members that would otherwise be entitled to coverage, coverage to said family members shall be for a period of 36 months.

LIFE INSURANCE. The Board agrees to pay the premium for \$20,000.00 of group term insurance for the employees. Said coverage shall be provided only during the tenure of employment.

WORKER'S COMPENSATION. Each employee shall be covered by worker's compensation paid for by the Board. The Board shall pay to such employee the difference between their salary and the benefits received under worker's compensation for a period following said injury, for a maximum of 30 days, but not exceeding the number of sick leave days accumulated.

ARTICLE NINE

SICK LEAVE

1) Public school employees are granted leave of absence for personal illness or injury with full pay in the following amounts:

First year of employment	15 days
Second year of employment	11 days
Third year of employment	12 days
Fourth year of employment	13 days
Fifth year of employment	14 days
Sixth year of employment	15 days

a) The above amounts shall apply only to consecutive years of employment in the Harmony Community School District and unused portions shall be cumulative to at least a total of one hundred twenty (120) days. The Board shall, in each instance, require such reasonable evidence as it may desire confirming the necessity for such sick leave.

2) EXTENDED LEAVE. An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available may be granted a leave of absence without pay for the duration of said illness or disability up to the remaining school year. The leave may be renewed each year upon written request by the employee and upon approval by the Board.

3) FAMILY LEAVE. Illness in the employee's immediate family provides five (5) days leave of absence without loss of pay. The members of the immediate family are understood to be: the employee's wife, husband, child, mother, father, mother-in-law, father-in-law or any person for whom the teacher has been the primary care giver for at least six months. This leave shall be charged against the employee's accumulated sick leave. This leave shall not be accumulated. An additional three days may be granted by the Superintendent where proof is provided that critical illness is involved. Denial of said leave shall not be grievable.

ARTICLE TEN

TEMPORARY LEAVE OF ABSENCES

1) PERSONAL LEAVE. At the beginning of each school year, each employee shall be credited with two (2) days, cumulative to three (3), to be used for the employee's personal use. The employee may not use three consecutive days of personal leave without the consent of the Superintendent or his/her designee. An employee planning to use a personal leave day shall make application to his/her Principal at least three (3) days in advance, except in cases of emergency. Should an emergency arise, the employee will make a reasonable attempt to notify the Principal during his/her absence. Personal leave shall not be available for the purpose of extending a holiday or vacation period, nor shall business leave be permitted on the first two days of pre-school inservice days, any other workshop, or conference days. Application shall be made on forms as provided by the District. It is the intent that no more than ten percent of the faculty may use business leave on the same day.

2) JURY AND LEGAL LEAVE. Any employee called for jury duty during school hours, or who is subpoenaed in any judicial or administrative proceeding, shall be provided such time. Any remuneration, other than mileage or parking fees, the employee receives during such leave shall be turned over to the Harmony Community School District.

3) PROFESSIONAL LEAVE. Upon proper application, the Administration at its discretion may grant employees professional leave.

4) BEREAVEMENT LEAVE. Up to five (5) days shall be allowed for each bereavement period. To include: mother, father, son, daughter, husband, wife, mother-in-law, father-in-law, brothers, sisters, and step-children.

a) Funeral Leave. One day or less shall be given for death of grandparents, uncles, aunts, sister-in-law, or brother-in-law.

1) In individual cases where it is felt that grandparents, uncles, aunts, sister-in-law, or brother-in-law should be included under bereavement

Article Ten (Temporary Leave of Absences) continued....

leave, the matter should be brought before the Administration for their consideration. Their action will decide if it is to be classed as funeral leave or bereavement leave.

b) Student Funeral. In the event of a funeral of a student during the school year, the Administration shall have discretionary authority to appoint representation at the funeral. Such leave is separate and distinct from any other.

c) Employee Funeral. In the event of a funeral of an employee (as defined in this agreement) during the school year, the Administration shall have discretionary authority to appoint school representation at the funeral. Such leave is separate and distinct from any other leave.

5) UNPAID LEAVE. Other temporary leaves of absence without pay may be granted upon written application at the Administration's discretion.

6) EARLY DEPARTURE. On certain occasions and upon the sole and nongrievable discretion of the Administration, an employee may leave their employment earlier than as provided in Article 14, subsection 2. The employee shall state to the Administration the purpose and reason for such early departure and the Administration shall thereupon give consent or deny such request.

7) DELEGATE ASSEMBLY LEAVE. An Association Representative shall be granted two (2) days of paid leave to attend delegate assembly. The substitute will be paid one day by the Board and the other day by the Association.

ARTICLE ELEVEN

EXTENDED LEAVE OF ABSENCES

- 1) An employee who is unable to work during the contract year because of serious personal illness and who has exhausted all sick leave available may be granted a leave of absence without pay. The leave of absence shall be for the duration of the illness or the teaching contract, whichever is shortest. The leave may be renewed each year upon written request of the employee and approval by the Board.
- 2) The Board agrees to make available all fringe benefits provided by this Agreement for the duration of said leave at the expense of the employee, and provided that the insurer agreement contains such coverage.
- 3) Active re-employment is to be in the available position for which the employee is best qualified upon return to duty, in the opinion of the Administration. Re-employment shall be at the same step on the salary schedule.
- 4) Extended leave of absence time does not add to seniority.
- 5) A leave of absence without pay not to exceed 4 years may be granted to any employee, upon application, for the purpose of serving in an elected state or national office. Upon return from such leave, an employee shall be placed at the step above the employee's previous contracted step.

ARTICLE TWELVE

EMPLOYEE WORK YEAR

1) IN-SCHOOL WORK YEAR

- a) Regular Contract. The in-school work year for employees contracted on a nine-month basis shall not exceed 186 days. Each additional month shall be counted as twenty (20) working days.
- b) Definition of In-School Work Year. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days which employee attendance is required. One full day shall be for room preparation at the beginning of the school year and any other days as designated by the Administration. Newly hired employees may be required to attend up to two (2) additional days without pay primarily for inservice training.
- c) Any additional work days assigned employees by the District shall be compensated at the employee's per diem pay (only for the 2005-06 school year).

2) HOLIDAYS

The regular contract of employees shall include 5 paid holidays. Such holidays shall include the 4th Thursday of November, December 25, and January 1, plus two (2) additional days at the Board's discretion.

ARTICLE THIRTEEN

EMPLOYEE HOURS

1) WORK DAY

- a) Length of the day. The school work day shall consist of not more than 8 hours.
- b) Arrival and Dismissal Time. No employee shall be required to report for duty earlier than 8:00 a.m. unless paid \$3.35 per hour, and shall be permitted to leave at 4:00 p.m. except on Fridays or the day preceding holidays when employees shall be permitted to leave the premises after the first buses have departed, except for the duty teacher who shall remain until all buses have departed.
- c) Early Dismissal. In the event school is dismissed early because of weather conditions, employees may be permitted, at the sole discretion of the Administration, to leave the premises immediately after the first buses have departed.

2) MEETINGS

- a) Faculty and Other. Employees may be required to remain after the end of the regular work day without additional compensation for the purpose of attending faculty or other professional meetings one day each month. Such meetings shall begin no later than 3:45 p.m. and shall run no later than 4:45 p.m., which shall be for a maximum of three (3) days accumulation. If additional time is needed, such meetings shall begin earlier than 3:45 p.m. and students shall be dismissed early. Meetings shall not be called on days immediately preceding a holiday, vacation period, or on Fridays, except in an emergency situation as determined by the Administration.

Article Thirteen (Employee Hours) continued....

3) PREPARATION TIME

- a) Employees shall be provided preparation time as designated by the Administration during the student's normal school day.

Preparation period should be one regular class period at a minimum of 30 minutes.

4) EXTENDED WORK DAY

- a) The work day may be extended for employees beyond that stated in Section 1 (a) for the purpose of open house, parent/teacher conferences, elementary programs, concerts, and also graduation for those employees involved without additional compensation. Parent-Teacher Conference times will compile comp time resulting in one full day off school for employees twice a year.

5) ASSIGNMENT OF EMPLOYEES

- a) Notification of Presently Employed Staff. Each employee shall be given written notice of his/her salary schedule placement, building assignment, and subject matter assignment with grade level(s) by May 15th of each calendar year. However, building assignments may be changed if unusual circumstances arise.

- b) Employer Requested Assignment Change. In the event an employee is requested by the Board to change assignments and additional course work is required, the Board will pay the cost of tuition for the course work. The Board will determine the educational institution where the required course work will be completed.

ARTICLE FOURTEEN

NO STRIKE - NO LOCKOUT

- Section 1 The parties hereby knowledge and recognize that it is illegal and contrary to public policy in the State of Iowa for any public employee or any employee organization to encourage or participate in a strike against any public employer, wherefore the parties agree that:
- a) The Board shall not lock out its employees, and
 - b) No employee covered by this Agreement, nor the Association, nor any person acting on behalf of the Association, shall ever or at any time engage in, encourage, authorize, or instigate any picketing, any recognition of any picket line at the school district's premises, any strike, slowdown, or other refusal to render full, proper and complete services to the Board, or any activity whatsoever which would disrupt in any manner, in whole or in part, the operation of the school district.
- Section 2 In the event of any violation or violations of any provision of Section 1 (b) of this article by the Association, its members or representatives, or by an employee:
- a) Any violating employee shall be subject to immediate discipline or discharge as determined appropriate in the sole and unilateral discretion of the Board.
 - b) The Association shall, upon notice from the Board, immediately direct such employees, both orally and in writing, to resume normal operations immediately and make every other reasonable effort to end any violation(s).
- Section 3 The foregoing is in addition to any other rights and remedies provided by law.

ARTICLE FIFTEEN

REDUCTION OF STAFF

When, in the sole, exclusive and final judgment of the Board of Education, decline in enrollment or reduction of program requires reduction in staff among teachers, the Administration shall attempt to accomplish the same by attrition. In the event necessary reduction in staff cannot be adequately accomplished by attrition given the necessity to hire and/or maintain the most competent and qualified staff available in the interests of perpetuating the highest quality education program possible, the Administration shall base its decision as to resulting contract renewals on the relative skill, ability, competence and qualifications of available teachers to do the available work. If a choice must be made between two or more teachers of equal skill, ability, competence and qualifications to do the available work, contract renewals will be given to the teacher(s) with the greater full-time continuous length of service in the district.

In the event that necessary staff reduction cannot be accomplished by attrition, the following procedures shall be followed:

1) ORDER OF REDUCTION

a) Specially Funded Programs. Employees whose positions are dependent upon district receipt of special funds (Chapter 1 and other fully funded programs) shall be a category for reduction unto themselves. Each special funding group shall make a category. If funding reductions occur or staff reduction is deemed necessary, such reduction shall occur when the reduction need is determined and within the category and according to the first full paragraph above. Contracts of employees engaged in fully funded programs shall indicate contracts are dependent upon receipts of special funding. Provisions of Chapter 279 of the Iowa Code shall apply; however, should the funds not be verified by the pertinent dates as provided for in Chapter 279, the Administration is required to undertake termination proceedings. In the event funds are provided and are verified by the Administration, termination proceedings will be withdrawn and held null and void, save and except other valid reasons for termination not in any way connected with funding.

Article Fifteen (Reduction of Staff) continued....

This Order of Reduction for employees of specially funded programs shall apply only to employees who commence teaching in these programs for the period commencing July 1, 1994, and thereafter. For those employees whose positions are specially funded programs prior to July 1, 1994, shall be reduced, if necessary, by the same procedures as those employees in regularly funded programs.

b) Regularly Funded Programs. Employees whose positions are funded through regular funding procedures shall be grouped for staff reduction purposes into the following categories: Grade K - 6; Grades 7 - 12; Grades K - 12 Special Teachers (P.E., Music, Art). If reduction is deemed necessary by Administration, such reduction shall occur according to the first full paragraph above.

- 2) RECALL -- Reduced employees shall advise the Superintendent of their current addresses and other employment during layoff. Reduced employees shall have recall rights and shall be recalled in inverse order of termination for one year to any position which becomes available with the category from which the employee was reduced, or to a position where the employee is certified and qualified. If two (2) years has elapsed since their reduction, reduced employees have no recall rights. If an employee fails to notify the Superintendent of a change of address or fails within twenty (20) days of receipt of notice of recall to advise the Superintendent of desire and availability to return to work, individual recall rights shall terminate. Specially funded employees shall have equal recall rights with regularly funded employees. If a reduced employee is recalled for any certified teaching duties with the District and refuses the same, then all recall rights are no longer in effect.
- 3) BENEFITS. Any employee re-employed by exercising his/her recall rights shall be given full salary, related benefits and experience as if continuously employed with the District.

ARTICLE SIXTEEN

HEALTH AND SAFETY PROVISIONS

- 1) The Board agrees to pay the cost of the employee physical required upon initial employment and to pay the cost of the employee physical required every third year when said physical is performed by the Board appointed physician.
- 2) The Board of Directors will provide a safe working environment for all employees.

ARTICLE SEVENTEEN

KEYS AND LOUNGES

- 1) Employees will be provided keys for their classroom. Outside door and other keys will be provided upon request or as assigned by the building Principal.
- 2) Faculty lounges will be provided for each attendance center.

ARTICLE EIGHTEEN

EMPLOYEE EVALUATION PROCEDURES

During a school professional development day, the Principal of each building or the Superintendent shall acquaint each employee with the evaluation procedures to be utilized and shall apprise each teacher of the evaluation criteria. A Performance Review of an individual employee shall not be undertaken until fourteen (14) calendar days after said employee has been advised in accordance with this provision.

Tier I Beginning Teachers (Teachers with an initial provisional license) will be evaluated by the procedures and criteria dictated by the Code of Iowa and the Iowa Department of Education. Regarding Tier II Career Teachers (Teacher with a valid practitioner's license), the DISTRICT shall review a teacher's performance at least once every three years for purposes of assisting teachers in making continuous improvement, documenting continued competence in the Iowa teacher standards or identifying teachers in need of improvement. The Performance Review shall include, at minimum, classroom observation of the teacher, the teacher's progress toward the evaluation criteria, and implementation of the teacher's individual career development plan. The Performance Review shall include evidence from evaluators, teachers, parents, and/or students; and may include portfolios of teaching practices demonstrating proficiency in the Iowa Teaching Standards and Model Criteria.

At least annually, the teacher and principal will meet informally to develop and assess the teacher's career development plan and progress on the Iowa Teaching Standards and Model Criteria. An individual career development plan may be individual or connected with a collaborating group; but, in either case, the plan should be linked to the district school improvement goals and the district professional development plan. A written summary of the plan and the progress made will be included in the teacher's folder by the evaluator. The DISTRICT will provide some professional development time and resources to help complete those plans.

Article Eighteen (Employee Evaluation Procedures) continued....

The classroom teaching performance of Tier II teachers will be formally evaluated a minimum of once every three years. Formal evaluations will take place before the last three weeks of school, if at all possible. In the case of announced classroom visitations, formal evaluation shall be preceded by submission of lesson plans for the preceding month, week of evaluation, and day of evaluation, as the employee deems relevant. In addition, the evaluated employee shall submit such status report and comments as the employee deems relevant.

Announced classroom visitations shall be of not less than thirty (30) minutes duration. Unannounced visitations for formal evaluation shall be of not less than fifteen (15) minutes duration. The evaluator may request lesson plans and comments in connection with any formal evaluation. The formal evaluation shall include announced classroom visits, unannounced classroom visits, and any other relevant observations. The formal evaluation shall be the primary method of evaluation. In addition to the formal evaluations provided by this paragraph, The DISTRICT will also utilize such informal procedures and evaluation methods as may be advisable. As soon as practical following informal evaluation, but in any event not less than once each year, the results of such informal evaluation shall be reduced to writing and the evaluated employee furnished with a copy thereof. Formal evaluation shall be reduced to writing not more than five (5) school days following such formal evaluation and the employee immediately furnished with a copy thereof. An evaluated employee who so desires may request a meeting with the person or persons who have performed such evaluation within five (5) school days of receiving the results of the evaluation. Upon request, such meeting shall be arranged as soon as possible, and the teacher may have a representative present if so desired. At the time of such meeting or within five (5) school days thereafter, the evaluated employee shall have the right to submit an explanation or other written statement regarding such evaluation and such statement shall be attached to the written evaluation and placed in the file of such employee. The employee's signature on any evaluation shall mean only that the employee is aware of its contents and in no way shall be construed to mean that the employee agrees with the contents of the evaluation. The evaluation shall be sustained unless the employee establishes the evaluation procedures were not followed, that the evaluation is not based on the established criteria, or that the evaluation is inaccurate. Evaluations for each employee shall be maintained by the DISTRICT and shall be available to each employee for inspection.

Article Eighteen (Employee Evaluation Procedures) continued....

The Performance Review will include a summary of the teacher's progress on the eight standards and forty-two criteria as defined in the Code of Iowa and Department of Education and his or her Individual Career Development Plan. The primary purpose of employee evaluation is to assist employees to improve the quality of teaching by strengthening performance areas outlined in the Standards and Criteria in Iowa Code Article Eighteen (Employee Evaluation Procedures) continued....

Chapter 284 and Iowa Administrative Code Chapter 83. Accordingly, the evaluator shall list specific strategies for improvement in each area in which the teacher does not meet district standards.

Employees may have the right to inspect their personnel file every 30 days or more often, as the employee and the Administration may agree, enabling the employee to keep current with all evaluations made.

For a Tier II teacher evaluation, if a supervisor or evaluator determines, at any time, as a result of a teacher's performance that the teacher is not meeting DISTRICT'S expectations under the Iowa Teaching Standards specified in section 284.3, subsection 1, paragraphs "a" through "g", the Model Criteria for the Iowa Teaching Standards developed by the Department in accordance with section 256.9, subsection 50, and any other standards or criteria established in the collective bargaining agreement, the evaluator shall, at the direction of the teacher's supervisor, recommend to the DISTRICT that the teacher participate in an Intensive Assistance Program. The Intensive Assistance Program and its implementation are not subject to negotiation or grievance procedures established pursuant to chapter 20.

ARTICLE NINETEEN

TRANSFERS

1) Definition. The movement of an employee to a different building shall be considered a transfer.

a) Voluntary

1) Notification of Vacancies. The Administration shall cause to be posted, accepted vacancies in each building as they occur, except during the summer when they shall be posted in the business office.

2) Criteria. In the determination of a request for voluntary reassignment and/or transfer, the wishes of the individual employee shall be granted to the extent that the transfer does not conflict with the instructional requirements of the school system. No such request shall be denied arbitrarily, capriciously, or without basis in fact. If an employee's request for transfer has been denied, a renewed and subsequent request the following school year will be considered under the conditions described, unless there is no available position to which the employee can be transferred.

If more than one employee has applied for the same position, the Board will give consideration to certification, advanced preparation, performance evaluation and, lastly, seniority. Present employees shall be first considered by the Board. The Board shall then consider all the available candidates for the position.

3) Return Rights. Any employee who transfers to an Administrative or supervisory position and who later returns to former status, shall be entitled to retain such rights as may have been accrued under this Agreement prior to such transfer, provided that there is an opening existing at the time of such return and upon receiving approval of the Board

Article Nineteen (Transfers) continued....

b) Involuntary

- 1) Notice. Notice of an involuntary transfer shall be given in writing to employees as soon as practical and in no case later than May 15th unless an emergency arises as determined by the Administration.
- 2) Criteria. Involuntary transfers shall not be made for arbitrary and capricious reasons. Should any grievance ever be pursued to arbitration under this provision, the authority of the arbitrator shall be limited to deciding whether there were arbitrary and capricious reasons for the transfer. The arbitrator shall be empowered to order a remedy only should he/she find arbitrary and capricious reasons to exist.
- 3) Transfers. In the event there is a volunteer for the involuntary transfer, the Board shall give full consideration to the volunteering employee before making the final transfer.
- 4) Return Rights. Any employee who has been involuntarily transferred by reason of declining enrollment or because the subject is no longer presented to the student body, but is then later reinstated, the employee transferred by such reasons shall be given full preference and consideration by the Board to return to their original position if and when the vacancy occurs.

ARTICLE TWENTY

COMPLIANCE CLAUSES AND DURATION

- 1) Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement and in proper form. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling. Each individual employee contract, when tendered to the employee, shall be signed by the President of the Board.
- 2) It is expressly understood and agreed that all of the functions, rights, powers, and authority granted to the Administration of the School District by law are retained by the Board, provided that none of the clauses in this Agreement in any way abrogate or diminish the above referenced rights.
- 3) Should any article, section, or clause of this Agreement, be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining sections, and clauses shall remain in full force and effect.
- 4) Copies of this Agreement shall be printed at joint expense of the Board and the Association after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees, now employed, or hereafter employed, and the Board shall provide the Association with 20 additional copies.
- 5) Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision of this Agreement, either party shall do so by telegram or letter at the following designated addresses or as such other address as may be designated by a party in written notification to the other party.
 - a) If by Association to Board, at 602 Eighth Street, Bonaparte, Iowa 52620
 - b) If by Board to Association, at 33727 Route J40, Farmington, Iowa 52626

Article Twenty (Compliance Clauses & Duration) continued....

6) This Agreement shall be effective as of July 1, 2006 and shall continue in effect until June 30, 2007. Schedules A & B, Article 8, Article 18, Article 20, and two articles of the choice of each party shall be open for collective bargaining for the school year 2006-07.

In witness thereof, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Chief Negotiators, and their signature placed thereon, all on the 19th day of June, 2006.

ASSOCIATION

BY Donna T. Bend
Its President
Ruby Chen
Its Chief Negotiator

BOARD OF DIRECTORS

Burt Hill
Its President
Karen Schenker
Its Chief Negotiator

TEMPORARY ARTICLE -- ARTICLE TWENTY-ONE

EDUCATIONAL EXCELLENCE SALARY

This article is related to the Educational Excellence Program, Phase III of House File #499.

- 1) Rates of Pay and Duties. Duties performed or services rendered outside the normal school day, beyond the regular 191 day contract, and/or beyond any extra duty assignment and which qualify for and have been approved for payment from the Educational Excellence funds generated by a Board and Department of Education approved Phase III Plan (HF 499) will be paid as follows:
 - a) Direct instruction or student supervision. Hourly payment equivalent to the individual teacher's schedule salary divided by the regular contract days and again divided by eight (8) hours.
 - b) Curriculum Work Utilizing Professional Skills. Hourly payment equivalent to the teacher's schedule salary divided by 190 and again divided by eight (8) hours.
 - c) Attendance at in-service workshops for skill development. Cost of any registration, actual tuition, plus hourly pay at the rate of \$10 per hour for actual meeting time.
 - d) College Tuition. Tuition reimbursement will be paid at the actual tuition rate of the Institution. Said Institution shall be selected at the discretion of the Board except that the Board will not exercise such discretion in an arbitrary or capricious manner. Upon presentation of paid receipts, the teacher shall be reimbursed for 50% of the tuition cost, and upon proof of successful completion of the coursework the remaining 50% shall be paid.

Temporary Article -Article Twenty-One (Educational Excellence Salary) continued....

- 2) Duty Assignment. Assignment of employees and selection of duties shall be as follows:
 - a) All assignments under Article 21 shall be voluntary, and no employee shall be required to assume one of the positions following under this Article as a condition of employment.
 - b) The Board agrees to form a committee consisting of one Administrator and two teachers (one appointed by the Association and one jointly agreed upon by the Administrator and the Association-appointed teacher), to consider assignment and selection recommendations for any assignments under the Phase III Plan, with final approval of assignment to be approved by the Board.
- 3) Payment for Assignment. Employees shall be paid for assignments in the pay period immediately following completion of the assignment and the receipt of Phase III funds, or if the assignments are spread out over a year, payments shall be made in regular paychecks in accordance with Article Six, Paragraph Six (a) and (b).
- 4) Pay For Summer School. Phase III projects will be paid on a prorated basis based on funding from the State.
- 5) Termination of Phase III by the State will make this contract article null and void.

SCHEDULE A -- 2006-2007

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Step	BA	BA +10	BA +20	MA	MA +10
0	\$23,485.00	\$24,424.00	\$25,364.00	\$26,303.00	\$27,243.00
	100%	104%	108%	112%	116%
1	\$24,424.00	\$25,364.00	\$26,303.00	\$27,243.00	\$28,182.00
	104%	108%	112%	116%	120%
2	\$25,364.00	\$26,303.00	\$27,243.00	\$28,182.00	\$29,121.00
	108%	112%	116%	120%	124%
3	\$26,303.00	\$27,243.00	\$28,182.00	\$29,121.00	\$30,061.00
	112%	116%	120%	124%	128%
4	\$27,243.00	\$28,182.00	\$29,121.00	\$30,061.00	\$31,000.00
	116%	120%	124%	128%	132%
5	\$28,182.00	\$29,121.00	\$30,061.00	\$31,000.00	\$31,940.00
	120%	124%	128%	132%	136%
6	\$29,121.00	\$30,061.00	\$31,000.00	\$31,940.00	\$32,879.00
	124%	128%	132%	136%	140%
7	\$30,061.00	\$31,000.00	\$31,940.00	\$32,879.00	\$33,818.00
	128%	132%	136%	140%	144%
8	\$31,000.00	\$31,940.00	\$32,879.00	\$33,818.00	\$34,758.00
	132%	136%	140%	144%	148%
9	\$31,940.00	\$32,879.00	\$33,818.00	\$34,758.00	\$35,697.00
	136%	140%	144%	148%	152%
10	\$32,879.00	\$33,818.00	\$34,758.00	\$35,697.00	\$36,637.00
	140%	144%	148%	152%	156%
11	\$33,818.00	\$34,758.00	\$35,697.00	\$36,637.00	\$37,576.00
	144%	148%	152%	156%	160%
12	\$34,758.00	\$35,697.00	\$36,637.00	\$37,576.00	\$38,515.00
	148%	152%	156%	160%	164%
13		\$36,637.00	\$37,576.00	\$38,515.00	\$39,455.00
		156%	160%	164%	168%
14			\$38,515.00	\$39,455.00	\$40,394.00
			164%	168%	172%
15			\$39,455.00	\$40,394.00	\$41,334.00
			168%	172%	176%
16				\$41,334.00	\$42,273.00
				176%	180%
Career Increments			\$500.00	\$500.00	\$500.00
The base and salary schedule will include Phase I and Phase II monies. In the event there is a reduction of the Phase I and Phase II monies, the present, which is \$31,673.58 and \$41,154.06 for Phase II, and in the event there is not substitute fund provided for said reduction, then the reduction shall be accomplished by decreasing the base in the amount to reflect the reduction.					

SCHEDULE B
Supplemental Pay -- 2006-2007

	HIGH SCHOOL	JUNIOR HIGH
I. ACTIVITIES		
1. Head Coach Football	11%	6%
2. Head Coach Boys Basketball	11%	6%
3. Head Coach Girls Basketball	11%	6%
4. Head Coach Wrestling	11%	4%
5. Head Coach Boys Track	8%	6%
6. Head Coach Girls Track	8%	6%
7. Head Coach Summer Baseball	11% (Ass't - 8%, if necessary)	
8. Head Coach Summer Softball	11% (Ass't - 8%, if necessary)	
9. Head Coach Volleyball	11%	
10. Head Coach Boys Golf	2.50%	
11. Head Coach Girls Golf	2.50%	
12. JV Coach Football	8%	4% (Ass't JH)
13. JV Coach Boys Basketball	8%	4% (Ass't JH)
14. JV Coach Girls Basketball	8%	4% (Ass't JH)
15. Ass't Coach Boys Track	3%	
16. Ass't Coach Girls Track	3%	
17. Jr. High Head Fall Volleyball		6%
18. Ass't. Jr. High Volleyball		4%
19. Ass't H.S. Volleyball	8%	
20. Co-Ed Cross Country	7%	
21. Head Jr. High Softball / Baseball		6%
22. Ass't Jr. High Softball / Baseball		3%
II. OTHER ACTIVITIES		
1. Plays	1% per act	1% per act
2. High School Yearbook	6%	
3. Newspaper	3%	
4. Junior Class Sponsor	\$100 - magazine sales	
	\$300 - Prom	
5. Contest Speech Program	3%	
6. Instrumental Music	3%	3%
5th Grade		1%
7. Vocal Music Activities	3%	3%
Elementary -- Music Activities		1.50%
8. High School Musical	3%	
9. Ass't H.S. Musical Director	3%	
10. Co-Director J.H. Musical		3%
11. Supervise Student Teachers	As Paid by College / University	
12. Football Cheerleader	4%	
13. Basketball Cheerleader	4%	
14. Jr. High Cheerleader		2%
15. Pom Pom Sponsor	2%	
16. AFS Club Sponsor	\$300	
17. Quiz Bowl Sponsor	\$300	

SCHEDULE B
Supplemental Pay -- 2006-2007

18. FHA Sponsor	\$300	
19. Student Council Sponsor	\$300	\$300
20. Science Fair Sponsor -- (M.S)		\$300
21. Art Club	\$300	
22. National Honor Society	\$300	
23. National Honor Society Projects	\$100	
24. Special Olympics	7%	
25. Perfect Pals	\$300	
III. ACTIVITY ASSIGNMENTS	HIGH SCHOOL	JUNIOR HIGH
1. Concessions Stand Sponsors	\$20 per event	\$20 per event
2. H.S. Concession Stand Coordinator	\$250 per year	
3. Gate Duty-School Sponsored Event	\$20 per assignment	\$20 per assignment
4. Scoring / Timing Sports Events	\$20 per sessions	\$20 per sessions
5. Announcing Football	\$20 per night	\$20 per night
6. Sideling Chain Crew Football	\$20 per night	\$20 per night
7. Bus Duty Before 8:00 a.m.	Minimum wage	Minimum wage
8. Bus Chaperone	\$20 per trip	\$20 per trip
9. Girls Basketball Chaperone	\$20 per night	\$15 per night
10. Supervisor of School Sponsored Activities	\$25 per assignment	\$25 per assignment
One teacher will not receive two salaries for any one trip or night.		
ACTIVITY SCHEDULE	2006-2007	
STEPS:		
1	\$23,485.00	
2	\$23,995.00	
3	\$24,505.00	
4	\$25,015.00	
5	\$25,525.00	
6	\$26,035.00	
The percent of supplemental pay is to be figured accordingly to the number of years of experience in the specified area in the Harmony Community School District. The percent will be based on the BA column steps of the schedule shown here and will be limited to six steps representing six years.		
Employees who reach Step 6 of the Schedule B and have held the same extra duty assignments within the District for at least six consecutive years shall be paid 1 additional percent (1%) to their designated Schedule B percentage of the step 6 amount commencing with the 7th consecutive year of assignment.		